

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KRISTENSONS-PETROLEUM, INC.,

**IN ADMIRALTY**

Plaintiff,

Case No.

v.

WEST TRAVEL, INC. dba CRUISE WEST, a  
Washington corporation,

**COMPLAINT FOR DAMAGES  
AND FOR ATTACHMENT**

Defendant.

Plaintiff Kristensons-Petroleum, Inc. ("KPI") asserts claims against defendant West Travel, Inc. dba Cruise West ("West Travel") as follows.

**I. PARTIES**

1.1 Plaintiff KPI is a Delaware corporation with its primary place of business in Red Bank, New Jersey. KPI does business in this district.

1.2 Defendant West Travel Inc. dba Cruise West, is a Washington Corporation, doing business in this district.

**II. JURISDICTION AND VENUE**

2.1 This is a case in admiralty and maritime jurisdiction within the meaning of 28 U.S.C. § 1333 and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules Civil Procedure.

1.       2.2     At all times hereinafter mentioned, West Travel was and is a business entity  
2. organized under the laws of Washington with its principle place of business in this district.  
3.

### III. FACT

4.       3.1     Pursuant to a maritime contract with West Travel, on or around June 11, 2010,  
5. KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
6. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 88751, in the total amount  
7. of \$44,342.00.

8.       3.2     Pursuant to a maritime contract with West Travel, on or around June 26, 2010,  
9. KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
10. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 88825, in the total amount  
11. of \$21,015.54.

12.      3.3     Pursuant to a maritime contract with West Travel, on or around July 5, 2010,  
13. KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
14. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 88879, in the total amount  
15. of \$99,201.04.

16.      3.4     Pursuant to a maritime contract with West Travel, on or around July 22, 2010,  
17. KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
18. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 88968 in the total amount of  
19. \$103,674.50.

20.      3.5     Pursuant to a maritime contract with West Travel, on or around August 5,  
21. 2010, KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
22. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 89074, in the total amount  
23. of \$9,750.00.

24.      3.6     Pursuant to a maritime contract with West Travel, on or around August 8,  
25. 2010, KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
26.

1. delivered marine fuel to SPIRIT OF OCEANUS, Invoice No. 89054, in the total amount of  
2. \$107,831.82.

3. 3.7 Pursuant to a maritime contract with West Travel, on or around August 17,  
4. 2010, KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
5. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 89075, in the total amount  
6. of \$28,310.80.

7. 3.8 Pursuant to a maritime contract with West Travel, on or around August 19,  
8. 2010, KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
9. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 89149, in the total amount  
10. of \$10,862.90.

11. 3.9 Pursuant to a maritime contract with West Travel, on or around August 28,  
12. 2010, KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
13. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 89181, in the total amount  
14. of \$66,706.67.

15. 3.10 Pursuant to a maritime contract with West Travel, on or around September 8,  
16. 2010, KPI sold marine fuel to West Travel and to its vessel the SPIRIT OF OCEANUS and  
17. delivered marine fuel to the SPIRIT OF OCEANUS, Invoice No. 89264, in the total amount  
18. of \$81,272.68.

19. 3.11 All of the above-referenced deliveries are governed by KPI's Standard Terms  
20. And Conditions Of Sale Of Marine Fuel and by the Order Confirmation for each of the sales  
21. and deliveries.

22. 3.12 In addition to the specific invoice amounts for each sale and delivery West  
23. Travel owes KPI interest of \$1,449.47 which continues to accrue.

24. 3.13 KPI has performed all of its obligations under the contract of sale to the  
25. SPIRIT OF OCEANUS and West Travel.

3.14 The SPIRIT OF OCEANUS and West Travel has failed to pay all amounts owed to KPI and West Travel and the SPIRIT OF OCEANUS are in default according to the express terms of the contract of sale of marine fuel.

4. 3.15 KPI has decided to exercise its remedies under the Standard Terms and  
5. Conditions Of Sale Of Marine Fuel and the Order Confirmations.

6. 3.16 As of September 17, 2010, the total amount owed by West Travel to KPI is not  
7. less than \$572,967.95.

3.17 West Travel has failed to pay this sum or any part thereof.

#### **IV. FIRST CAUSE OF ACTION**

**Breach of Contract Against West Travel**

4.1 KPI realleges 1.1 through 3.17, as if fully set forth herein.

12. 4.2 West Travel's actions constitute breach of contract for which KPI is entitled to damages.

**V. SECOND CAUSE OF ACTION  
Attachment**

15. 5.1 KPI realleges 1.1 through 4.2, as if fully set forth herein.

16. 5.2 West Travel has assigned, secreted, or disposed of, or is about to assign,  
17. secrete, or dispose of, its property, with the intent to delay or defraud its creditors.

18. 5.3 West Travel is about to convert its property or part thereof into money for the  
19. purpose of placing its property beyond the reach of its creditors.

20. 5.4 KPI's object for which this action is brought is to recover on a maritime  
21. contract for the purchase by West Travel of marine fuel from KPI for that was delivered to the  
22. SPIRIT OF OCEANUS.

23. 5.5 West Travel is about to remove from the State of Washington and refuses to  
24. make any arrangement for securing the payment of the amount owed to KPI when it falls due.

1. if not already due, and the contemplated removal was not known to KPI at the time West
2. Travel contracted for the marine fuel.

3. 5.6 West Travel obtained the marine fuel and incurred the debt owed to KPI for the
4. marine fuel under false pretenses.

5. 5.7 KPI is entitled to a prejudgment attachment.

## 6. VI. PRAYER FOR RELIEF

7. WHEREFORE, KPI respectfully requests the following relief:

8. A. For judgment entered against defendant West Travel, Inc., dba Cruise West for  
9. all damages for all sums due under the maritime contracts of sale in an amount to be proven at  
10. trial of not less than \$572,967.95.

11. B. For an award of prejudgment interest and post-judgment interest as provided  
12. by contract;

13. C. For an award of KPI's reasonable attorneys' fees and costs incurred in pursuing  
14. this action as provided by contract;

15. D. For pre-judgment attachment of West Travel, Inc.'s.

16. E. For such other and further relief as this Court deems just and equitable.

17. DATED this 19<sup>th</sup> day of September, 2010.

18. HOLMES WEDDLE & BARCOTT, P.C.

19.   
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